

VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2300
LOS ANGELES, CA 90067
310.229.9900

VENABLE LLP

Ari N. Rothman (SBN 296568)
anrothman@venable.com
Sarah S. Brooks (SBN 266292)
ssbrooks@venable.com
2049 Century Park East, Suite 2300
Los Angeles, CA 90067
Telephone: (310) 229-9900
Facsimile: (310) 229-9901

Attorneys for Plaintiffs
A.K.A. BRANDS HOLDING CORP.,
TF INTELLECTUAL PROPERTY PTY LTD, and
CULTURE KINGS USA, INC.,

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

A.K.A. BRANDS HOLDING CORP.,
TF INTELLECTUAL PROPERTY
PTY LTD, and
CULTURE KINGS USA, INC.,

Plaintiffs,

v.

ZAHRA BAHARI, THE POWELL
COMPANIES, LLC, and WHITNEY
MORGAN LLC,

Defendants.

Case No. 2:25-cv-901

COMPLAINT FOR:

- (1) FEDERAL TRADEMARK
INFRINGEMENT (15 U.S.C. § 1114);
- (2) FALSE DESIGNATION OF
ORIGIN (15 U.S.C. § 1125(A));
- (3) COMMON LAW TRADEMARK
INFRINGEMENT;
- (4) DECLARATORY JUDGMENT;
and
- (5) BREACH OF CONTRACT.

JURY TRIAL DEMANDED

1 Plaintiffs a.k.a. Brands Holding Corp., TF Intellectual Property Pty Ltd, and
2 Culture Kings USA, Inc. for their complaint against defendants Zahra Bahari, The
3 Powell Companies, LLC, and Whitney Morgan LLC allege:

4 **NATURE OF THE CASE**

5 1. This action arises from defendants' sale of counterfeit products, which
6 materially breached the parties' agreement and infringed on plaintiffs' trademark-
7 protected and other rights.

8 2. In August 2024, Zahra Bahari, Whitney Morgan and The Powell
9 Companies' CEO, asked a.k.a. Brands to approve an alleged personal Shopify order
10 of plaintiffs' Loiter[®], Goat Crew[™], and American Thrift[™] branded products under
11 the guise of purchasing "back-to-school gifts." When Bahari placed her order,
12 a.k.a. Brands and defendants had already entered into a consulting agreement in
13 April 2024, under which defendants agreed to formulate a strategy for the
14 distribution of plaintiffs' products. (Ex. 1, Independent Sales and Production
15 Consulting Agreement ("2024 Consulting Agreement").) The 2024 Consulting
16 Agreement stated that defendants would propose potential distribution partners and
17 that a.k.a. Brands in its sole discretion would approve any wholesale orders from
18 potential partners.

19 3. Despite these clear contractual mandates, plaintiffs learned in
20 December 2024 that defendants sold thirty-one counterfeit Loiter[®], American
21 Thrift[™], and Goat Crew[™] branded styles to Hibbett, a third-party distributor, which
22 included fourteen of the styles Bahari purchased under the guise of her personal
23 order. Bahari thus duped a.k.a. Brands into approving a bogus Shopify order
24 allegedly for personal use, had TF Intellectual Property and Culture Kings'
25 trademark-protected goods reproduced by an unauthorized factory, and sold these
26 counterfeit goods to Hibbett passing them off as plaintiffs' goods without plaintiffs'
27 prior approval. Plaintiffs only learned about defendants' misconduct through a third-
28 party because defendants concealed their actions from plaintiffs.

VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2300
LOS ANGELES, CA 90067
310.229.9900

1 4. Defendants' conduct materially deviated from the parties' agreed-upon
2 order of operations, breached the parties' agreement, and infringed on plaintiffs'
3 trademark-protected rights. If plaintiffs had not discovered Bahari's efforts to
4 unilaterally and secretly control sales of plaintiffs' goods then her conduct would
5 have continued unabated. For these reasons, a.k.a. Brands terminated the 2024
6 Consulting Agreement on December 18, 2024.

7 5. Ignoring reality, defendants are taking the position that a previous
8 consulting agreement, which the parties entered into in 2023, governs instead of the
9 2024 Consulting Agreement, and that the Agreement has not been terminated. (See
10 Ex. 2, Independent Sales and Production Consulting Agreement ("2023 Consulting
11 Agreement").) Defendants have further taken the position that their conduct was
12 appropriate: that they were and are entitled to sell plaintiffs' goods, and that plaintiffs
13 are required to pay defendants for their services.

14 6. Defendants are wrong. a.k.a. Brands terminated the 2024 Consulting
15 Agreement, which by its terms superseded the 2023 Consulting Agreement.
16 Additionally, the 2024 Consulting Agreement controls because defendants explicitly
17 consented in writing to all of its terms conducted themselves as though the 2024
18 Consulting Agreement applied, and accepted a.k.a. Brands' performance under that
19 Agreement for seven months thereafter.

20 7. Due to defendants' material breaches of the 2024 Consulting
21 Agreement and violations of intellectual property laws, plaintiffs were left with no
22 choice but to file suit. Thus, plaintiffs sue for trademark infringement under the
23 Lanham Act, 15 U.S.C. § 1114; unfair competition in violation of Section 43(a) of
24 the Lanham Act, 15 U.S.C. § 1125(a)); common law trademark infringement; and
25 breach of the 2024 Independent Sales and Production Consulting Agreement.
26 Plaintiffs also seek a declaratory judgment that the 2023 Consulting Agreement does
27 not govern and was superseded by the 2024 Consulting Agreement.
28

PARTIES

8. Plaintiff a.k.a. Brands Holding Corp. is a Delaware corporation with its principal place in San Francisco, California 94104.

9. Plaintiff TF Intellectual Property Pty Ltd is an Australian proprietary limited company with a business address in Queensland, Australia.

10. Plaintiff Culture Kings USA, Inc. is a Delaware corporation with its principal place of business in Costa Mesa, California.

11. Subject to a reasonable opportunity for further investigation or discovery: (a) defendant Zahra Bahari is an individual who is a New York citizen; (b) Bahari operates, partially owns, and is the Chief Executive Officer of The Powell Companies, LLC; (c) Bahari founded, owns and operates Whitney Morgan LLC and is the Chief Executive Officer of Whitney Morgan LLC.

12. Subject to a reasonable opportunity for further investigation or discovery: (a) defendant The Powell Companies, LLC is a Delaware limited liability company with a principal place of business in New York, New York; and (b) Whitney Morgan LLC is a Delaware limited liability company with a principal place in New York, New York.

13. At all relevant times, Bahari was, as applicable, the principal, owner, director, officer, managing member, shareholder, member, central figure, and/or the representative of both The Powell Companies and Whitney Morgan, and she authorized, approved, directed, controlled, ratified, participated in, instigated, and/or was otherwise the moving, active, central, and/or conscious force or figure behind their unlawful activities, including trademark infringement, false designation of origin under the Lanham Act, common law trademark infringement and breach of contract.

14. Subject to a reasonable opportunity for further investigation or discovery, at all relevant times: (a) Bahari, The Powell Companies and Whitney Morgan are alter egos of each other because there is a unity of interest and ownership

VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2300
LOS ANGELES, CA 90067
310.229.9900

1 between them, such that their separate personalities no longer existed and any failure
2 to disregard the corporate form would result in a fraud or injustice; and (b) Bahari,
3 The Powell Companies, and Whitney Morgan acted as the principal, agent, and/or
4 representatives of each of the other defendants. Any action by one of the defendants
5 was within the course and scope of the agency relationship between the defendants
6 and was with the permission, ratification, and/or authorization of each of the other
7 defendants. Bahari executed both the 2023 Consulting Agreement and the
8 2024 Consulting Agreement as Whitney Morgan's CEO, and sent a.k.a. Brands
9 invoices under the 2024 Consulting Agreement from the e-mail address
10 zahra@thepowellcompaniesllc.com, which she used to communicate on behalf of
11 herself and the corporate defendants. The Hibbett order was placed by The Powell
12 Companies, which defendants characterize as Whitney Morgan's administrative arm
13 and affiliated company. The Powell Companies and Whitney Morgan share
14 personnel and the same physical address in New York, and communications
15 underlying this dispute do not meaningfully differentiate between The Powell
16 Companies and Whitney Morgan.

JURISDICTION AND VENUE

17
18 15. This Court has subject matter jurisdiction over plaintiffs' Lanham Act
19 claims pursuant to 28 U.S.C. §§ 1331 and 1338(a). Pursuant to 28 U.S.C. § 1338(b),
20 this Court has supplemental jurisdiction over plaintiffs' state law claims because
21 they are joined with substantial and related claims under the Lanham Act. This Court
22 also has supplemental jurisdiction over the state and common law claims pursuant
23 to 28 U.S.C. § 1367(a), as those claims are part of the same case or controversy as
24 the federal claims alleged herein.

25 16. Personal jurisdiction is proper in California because the claims for relief
26 asserted in this complaint arise out of defendants' contacts with California and this
27 judicial district; defendants have caused injury to plaintiffs in California; the accused
28 products were available for sale in this judicial district and defendants have

VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2300
LOS ANGELES, CA 90067
310.229.9900

1 knowingly committed acts of infringement in this juridical district; defendants
2 contracted in 2023 and 2024 with a.k.a. Brands and Culture Kings, both of which
3 have principal places of business in California with Culture Kings having its
4 principal place of business in this judicial district; received payment from California
5 pursuant to the 2023 and 2024 Consulting Agreements; agreed to a California choice
6 of law provision; and agreed and consented to jurisdiction in the state and Federal
7 courts in Orange County, California, in any action arising from the 2024 Consulting
8 Agreement. (2024 Consulting Agreement at 5.)

9 17. Venue is proper in this judicial district pursuant to
10 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving
11 rise to the claim occurred in this judicial district and because defendants specifically
12 agreed and consented to venue in the state and Federal courts in Orange County,
13 California, in any action arising from the 2024 Consulting Agreement. (See id.)
14 Culture Kings has its principal place of business here, and defendants targeted their
15 conduct towards Culture Kings when they knowingly infringed on its intellectual
16 property as alleged herein.

17 **FACTUAL BACKGROUND**

18 **A. Plaintiffs and the Marks**

19 18. Culture Kings is a widely recognized streetwear clothing and
20 accessories brand, founded in Australia in 2008. Drawing inspiration from music,
21 sports, and entertainment, Culture Kings has established itself as the premier retail
22 destination for highly curated streetwear apparel, accessories, and footwear. Culture
23 Kings' in-house brands include Loiter[®], Goat Crew[™], and American Thrift[™].

24 19. a.k.a. Brands is the parent company of Culture Kings and is a global
25 fashion retailer with a portfolio of next-generation fashion brands and sells to
26 consumers through e-commerce, direct-to consumers platforms, and wholesale
27 distribution. a.k.a. Brands' portfolio includes brands with a highly engaged social
28 media following, such as Culture Kings, Petal & Pup, and Princess Polly.

20. TF Intellectual Property owns intellectual property and is responsible for managing the proprietary rights of the company's brands, including Culture Kings.

21. TF Intellectual Property owns U.S. Trademark Registration No. 7,476,029 for the standard character mark LOITER, and Registration No. 7,121,810 for the LOITER (Stylized) mark, shown below (collectively, the "LOITER Marks"):

LOITER[®]

The LOITER Marks are registered in Class 25 for use in connection with "Clothing, namely, shirts, pants, dresses, sweaters, skirts, tops, hoodies, jackets, t-shirts, polos, jeans, shorts, joggers, underwear, trousers, and footwear; Headbands being clothing; Jackets being clothing; Knitwear, namely, sweaters, jumpers, cardigans, and vests; Pants being clothing; Polo shirts; Printed t-shirts; Shirts; Sports shirts; T-shirts; Tee-shirts; Skirts; Dresses; Suits; Underwear; Coats; Dressing gowns; Neckties; Hosiery; Socks; Shoes; Mittens; Slippers; Footwear; Bandanas being neckerchiefs; Shawls; Scarfs; Swimming suits; Outerclathing, namely, coats, jackets, vests, anoraks, and windbreakers; Pyjamas; Baseball caps; Caps being headwear; Flat caps; Sports caps; Berets; Short-sleeve shirts; Shorts; Jumpers being pullovers; Jumpers being sweaters; Polo neck jumpers; Sports jumpers; Singlets; Sports singlets; Apparel, namely, shirts, pants, jeans, sweaters, coats, footwear, and headwear." Attached hereto as Exhibit 3 is a true and correct copy of the LOITER Marks registration certificates.

22. Beginning on about August 5, 2018, TF Intellectual Property and Culture Kings have continuously and pervasively used the LOITER Marks in United States commerce. TF Intellectual Property and Culture Kings sell products displaying the LOITER Marks through various channels of trade, including physical

VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2300
LOS ANGELES, CA 90067
310.229.9900

stores in the United States and on the Culture Kings website:
<https://www.culturekings.com>.

23. TF Intellectual Property also owns a pending trademark application for GOAT CREW (Application Serial No. 79,307,803), filed on March 4, 2021, for clothing goods (the “GOAT CREW Mark”).

24. Beginning on about October 7, 2016, TF Intellectual Property and Culture Kings have continuously and pervasively used the GOAT CREW Mark in United States commerce. TF Intellectual Property and Culture Kings sell GOAT CREW-branded products in physical stores in the United States and on the websites <https://www.culturekings.com> and <https://www.goatcrew.com>, and promote their products on social media sites such as Instagram, Facebook, TikTok, and X (f/k/a Twitter).

25. Culture Kings owns pending trademark applications, filed on May 2, 2024, for the standard character mark AMERICAN THRIFT (Application Serial No. 98,531,500) and for the AMERICAN THRIFT (Stylized) mark (Application Serial No. 98,531,504), shown below (collectively, the “AMERICAN THRIFT Marks”), for clothing goods:

AMERICAN THRIFT

26. Beginning on about May of 2017, TF Intellectual Property and Culture Kings have continuously and pervasively used the AMERICAN THRIFT Marks in United States commerce. TF Intellectual Property and Culture Kings sell product displaying the AMERICAN THRIFT Marks through various channels of trade, including on Culture Kings’ website.

27. Through years of extensive and widespread use and recognition, TF Intellectual Property and Culture Kings also own common law trademark rights in the LOITER, AMERICAN THRIFT, and GOAT CREW Marks for all the products and services marketed under those marks.

B. The Consulting Agreements

28. In November 2023, a.k.a. Brands and Whitney Morgan entered into a consulting agreement under which Whitney Morgan agreed to formulate a strategy for the distribution of some of plaintiffs' products. (2023 Consulting Agreement at Ex. B.) Bahari executed the 2023 Consulting Agreement.

29. Under the 2023 Consulting Agreement, Whitney Morgan agreed to create a list of target retailers and to facilitate vendor set ups with potential retail and distribution partners. (Id. at Ex. B, Phases 0–1.) Whitney Morgan also agreed that a.k.a. Brands would retain full control and final acceptance over product distribution. (Id.) Thus, Whitney Morgan agreed to “[c]ollect wholesale purchase orders, with financial acceptance of orders at the sole discretion of a.k.a.”; “[f]acilitate production and fulfillment of wholesale orders through compliant, trusted, best-in-class production partners, with support from a.k.a. Brands as needed”; and “[s]ecure favorable payment terms from wholesale partners and production factories to limit or eliminate working capital investment.” (Id. at Ex. B, Phase 1.)

30. Accordingly, in the 2023 Consulting Agreement, Whitney Morgan agreed to this order of operations: Whitney Morgan would propose potential distribution partners, and a.k.a. in its sole discretion would approve any order of a.k.a. goods to these distribution partners.

31. The 2023 Consulting Agreement “remain[ed] in effect until Termination by either Party [...], or until superseded by a subsequent agreement.” (2023 Consulting Agreement at 1.)

32. In April 2024, Whitney Morgan and a.k.a. Brands agreed to replace the 2023 Consulting Agreement with a second Independent Sales and Production Consulting Agreement.

33. On April 2, 2024, a.k.a. Brands sent Bahari a draft of the agreement containing minimal edits from a.k.a. Brands' legal department. (Ex. 4 at 1.) No changes were made to the agreement thereafter.

VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2300
LOS ANGELES, CA 90067
310.229.9900

1 34. Two days later, on April 4, 2024, Bahari agreed to the terms of the
2 agreement in writing by stating: “I am ok with all of the changes. Would you please
3 send a clean copy for execution?” (Id.) Bahari then inquired as to the status of the
4 agreement on April 11, 2024, and a.k.a. Brands sent Bahari the signed Agreement
5 on April 12, 2024. (Ex. 5 at 1.)

6 35. On April 14, 2024—two days after receiving a.k.a. Brands’ copy of the
7 executed agreement—Bahari invoiced a.k.a. Brands for \$3,600.00, which is the
8 monthly retainer amount agreed-upon in the 2024 Consulting Agreement. Invoice
9 # 1753, dated April 3, 2024, enclosed herewith as Exhibit 6, lists under “Terms of
10 Agreement” “April ammended [sic] Independent Sales Consultantcy [sic]
11 Agreement.” Whitney Morgan and Bahari continued to invoice a.k.a. Brands \$3,600
12 under the 2024 Consulting Agreement for the following seven months.

13 36. The 2024 Consulting Agreement “supersede[s] all prior written and
14 oral understandings between the Parties.” (2024 Consulting Agreement at 1.)

15 37. Bahari and Whitney Morgan, and The Powell Companies for that
16 matter, explicitly consented in writing to all of its terms, conducted themselves as
17 though the agreement applied, and accepted a.k.a. Brands’ performance under that
18 agreement for seven months. Therefore, the 2024 Consulting Agreement supersedes
19 the 2023 Consulting Agreement, is fully enforceable, and governs the present
20 dispute.

21 38. As with the 2023 Consulting Agreement, the 2024 Consulting
22 Agreement sets forth Whitney Morgan’s responsibilities (and those of its alter egos
23 Bahari and The Powell Companies) and to develop a distribution strategy for a.k.a.
24 Brands and provides the same protections to a.k.a. Brands, including that a.k.a.
25 Brands retained full control over the production and sale of its goods. For instance,
26 under Section 1(b), Whitney Morgan agreed that it would “not approach customers
27 about Products without the prior written approval of a.k.a. Brands.” (Id. at § 1(b).)
28 Whitney Morgan further agreed to “promptly forward to a.k.a. all customer purchase

VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2300
LOS ANGELES, CA 90067
310.229.9900

orders, requests for quotation and sales inquiries,” while “a.k.a. reserve[d] the right, in its sole discretion, prior to the approval in writing of such purchase orders in accordance with the approval terms of this agreement to: (a) accept, reject, or negotiate directly with the Approved or Introduced Customer any purchase order for Products received from any third party whether or not solicited by [Whitney Morgan]; (b) cancel, terminate, or modify any Approved or Introduced Customer contract previously accepted by a.k.a.; or (c) negotiate any terms and conditions of the Approved or Introduced Customer contract, including modifying Product features, quantities, purchase price, or payment terms.” (Id. at § 3.) And, the Agreement provides that “[n]othing in this Agreement shall be construed to grant [Whitney Morgan] the ability to (a) accept purchase orders on behalf of a.k.a. without a.k.a.’s written approval; (b) place purchase orders with Introduced Suppliers on a.k.a.’s behalf without a.k.a.’s written approval.” (Id.)

39. Whitney Morgan further agreed to “comply with all applicable federal, state, and local laws and regulations.” (Id. at § 4).

40. The 2024 Consulting Agreement further provides that “[a]ny intentional or grossly negligent violation” of Sections 1(b) and 4 would constitute a material breach of the Agreement, entitling a.k.a. Brands to terminate the Agreement with immediate effect. (Id. at § 6(b).)

41. For purposes of the 2024 Consulting Agreement, all of Whitney Morgan’s obligations applied equally to its alter egos Bahari and The Powell Companies.

C. Defendants’ Wrongful Acts

42. In August 2024, Bahari contacted a.k.a. Brands to clear an alleged personal Shopify order for “back-to-school gifts.” (Ex. 7 at 1.) Bahari’s personal order included twenty-one of plaintiffs’ Loiter[®], Goat Crew[™], and American Thrift[™] branded products, including pants, hoodies, and t-shirts in adult sizes ranging from small to x-large. (Id. at 5–11.)

VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2300
LOS ANGELES, CA 90067
310.229.9900

43. On December 12, 2024, plaintiffs learned that defendants had sold thirty-one products displaying the LOITER, AMERICAN THRIFT, and GOAT CREW Marks to Hibbett, a third-party wholesale distributor, which included fourteen of the styles Bahari purchased under the guise of a personal order for “back-to-school gifts” months earlier in August of 2024.

44. These counterfeit products, some of which were protected by third-party IP licenses, were reproduced by an unauthorized factory and sold without plaintiffs’ prior approval. In fact, defendants concealed their secret sale, and plaintiffs only learned about the sale through a third-party sales representative.

45. The 2024 Consulting Agreement does not authorize defendants to reproduce or sell plaintiffs’ products, let alone without plaintiffs’ prior approval.

46. Defendants’ conduct deviated from and breached the parties’ agreed-upon protocol for developing a distribution strategy and far exceeded the scope of defendants’ rights and responsibilities under the 2024 Consulting Agreement.

47. On December 18, 2024, undersigned counsel sent a letter to defendants terminating the 2024 Consulting Agreement, and informing them that their use of the LOITER, AMERICAN THRIFT, and GOAT CREW Marks infringed TF Intellectual Property and Culture Kings trademark rights.

48. Defendants have taken the position that the 2023 Consulting Agreement is in force and that a.k.a. Brands’ termination of the 2024 Consulting Agreement on December 18, 2024, was not effective.

49. Despite knowing about TF Intellectual Property and Culture Kings’ prior use and exclusive rights in the LOITER, AMERICAN THRIFT, and GOAT CREW Marks, defendants reproduced and offered plaintiffs’ goods displaying the LOITER, AMERICAN THRIFT, and GOAT CREW Marks for sale without plaintiffs’ prior approval.

50. These counterfeit products were available for sale in physical stores in the United States and on the website <https://www.hibbett.com>.

VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2300
LOS ANGELES, CA 90067
310.229.9900

1 51. Defendants' misconduct would have continued unabated if plaintiffs
2 had not discovered it – likely with even more severe consequences to plaintiffs and
3 their brands. Subject to a reasonable opportunity for further investigation or
4 discovery, in light of defendants' disregard for plaintiffs' contractual and intellectual
5 property rights, defendants may have engaged in other instances of misconduct by
6 selling TF Intellectual Property and Culture Kings' trademark-protected goods to
7 other third-parties without plaintiffs' prior approval.

8 52. Defendants' misconduct has also damaged plaintiffs' reputation
9 including by jeopardizing their relationship with Hibbett.

10 53. Defendants' actions constitute willful infringement of TF Intellectual
11 Property and Culture Kings' federal and common law trademark rights.

12 54. Defendants' use of the LOITER, AMERICAN THRIFT, and GOAT
13 CREW Marks has caused, and if their use resumes will continue to cause, confusion,
14 mistake, or deception, and creates an erroneous impression that defendants' products
15 have a connection, source, sponsorship, or affiliation with plaintiffs and their
16 products and services. At the very least, Hibbett necessarily believed that defendants
17 were selling genuine LOITER, AMERICAN THRIFT, and GOAT CREW products
18 with authorization from plaintiffs when they were not. Otherwise, Hibbett would
19 not have offered them for sale to the public much less have sold any product (it did
20 both).

21 55. Subject to a reasonable opportunity for further investigation or
22 discovery, defendants' use of the LOITER, AMERICAN THRIFT, and GOAT
23 CREW Marks has caused, and if their use resumes will continue to cause, consumers
24 to attribute defendants' poor products, poor services, and other shortcomings to
25 plaintiffs, damaging plaintiffs' reputations and goodwill.

VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2300
LOS ANGELES, CA 90067
310.229.9900

FIRST CAUSE OF ACTION

(Federal Trademark Infringement, 15 U.S.C. § 1114)

(TF Intellectual Property and Culture Kings' Against All Defendants)

56. TF Intellectual Property and Culture Kings reallege and incorporate by reference each of the foregoing paragraphs as if fully set forth herein.

57. TF Intellectual Property owns valid and protectable federal trademark registrations for the LOITER Marks, as shown in Exhibit 3.

58. TF Intellectual Property and Culture Kings sell products displaying the LOITER Marks through various channels of trade, including physical stores in the United States and on the Culture Kings website: <https://www.culturekings.com>.

59. Defendants' use of TF Intellectual Property's LOITER Marks has caused and/or is likely to cause confusion among consumers as to the source, sponsorship, affiliation, or approval of goods. Defendants' use of the LOITER Marks falsely indicated to consumers such as Hibbett that defendants' products were connected with, sponsored by, affiliated with, or related to TF Intellectual Property and Culture Kings and their products and services.

60. Defendants' conduct was without TF Intellectual Property and Culture Kings' permission or authority. As described above, defendants had actual knowledge of TF Intellectual Property's prior and senior rights in the LOITER Marks when they started using LOITER. As a result, defendants have committed their infringement with full knowledge of TF Intellectual Property's rights in the LOITER Marks, and have willfully, deliberately, and maliciously engaged in the described acts with an intent to injure plaintiffs and to deceive the public.

61. Defendants' unauthorized use of the LOITER Marks in connection with and to identify defendants' goods constitutes trademark infringement in violation of 15 U.S.C. § 1114. Subject to a reasonable opportunity for further investigation or discovery, defendants have profited or will profit from this infringement without judicial intervention.

VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2300
LOS ANGELES, CA 90067
310.229.9900

62. Because of defendants' prior knowledge of the LOITER Marks, this is an exceptional case under 15 U.S.C. § 1117(a).

63. Defendants' conduct has caused and/or likely will continue to cause damage to TF Intellectual Property and Culture Kings in an amount to be determined at trial and, unless enjoined, has seriously and irreparably impaired and/or will continue to seriously and irreparably impair the value of the LOITER Marks, for which there is no adequate remedy at law.

64. Because of defendants' infringement, TF Intellectual Property and Culture Kings have been irreparably harmed in their business and will continue to suffer irreparable harm unless defendants are enjoined from infringing the LOITER Marks.

65. In light of the foregoing, TF Intellectual Property and Culture Kings are entitled to injunctive relief prohibiting defendants from using the LOITER Marks, or any mark confusingly similar to TF Intellectual Property's LOITER Marks, for any purpose, and to recover from defendants all damages, including attorneys' fees, that TF Intellectual Property and Culture Kings have sustained and will sustain as a result thereof, in an amount not yet known, but which circumstances warrant trebling pursuant to 15 U.S.C. § 1117, as well as the costs of this action.

WHEREFORE, TF Intellectual Property and Culture Kings pray for:

a. An order and judgment that defendants have willfully and deliberately violated 15 U.S.C. § 1114, that TF Intellectual Property and Culture Kings have been damaged by such violations, and that defendants are liable to TF Intellectual Property and Culture Kings for such violations.

b. An order permanently enjoining and restraining defendants, and all persons acting in concert with them, from:

i. Engaging in conduct intended to mislead consumers into believing that defendants are affiliated, connected, or associated with TF Intellectual

VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2300
LOS ANGELES, CA 90067
310.229.9900

Property and Culture Kings, or that defendants' goods are sponsored, endorsed, approved by, or connected with TF Intellectual Property and Culture Kings; and

ii. Directly or indirectly using LOITER, the LOITER Marks, or any colorable imitation thereof or any mark confusingly similar thereto.

c. An order pursuant to 15 U.S.C. § 1118, that all products and materials which infringe the LOITER Marks be delivered up to TF Intellectual Property and Culture Kings for destruction.

d. An order requiring defendants to file with the Court and serve upon TF Intellectual Property and Culture Kings within fifteen (15) days after issuance of any injunction, a report in writing under oath setting forth in detail the manner and form in which defendants have complied with the injunction.

e. An award to TF Intellectual Property and Culture Kings of:

i. All profits derived by defendants' infringement on the LOITER Marks;

ii. All damages sustained by reason of defendants' infringement on the LOITER Marks;

iii. Treble the amount of actual damages suffered by TF Intellectual Property and Culture Kings under 15 U.S.C. § 1117(a);

iv. Punitive and exemplary damages in an amount sufficient to deter and punish defendants for their willful and wrongful acts;

v. Costs incurred in this action;

vi. Statutory damages and reasonable attorneys' fees pursuant to 17 U.S.C. §§ 504, 505 and 15 U.S.C. § 1117(a); and

vii. Pre-judgment and post-judgment interest.

f. Any other such relief that this Court deems appropriate.

SECOND CAUSE OF ACTION

(False Designation of Origin, 15 U.S.C. § 1125(a))

(TF Intellectual Property and Culture Kings Against All Defendants)

66. Plaintiffs reallege and incorporate by reference each of the foregoing paragraphs as if fully set forth herein.

67. TF Intellectual Property owns valid and protectable federal trademark registrations for the LOITER Marks, as shown in Exhibit 3.

68. As described above, TF Intellectual Property and Culture Kings have used the AMERICAN THRIFT Marks since at least as early as May 2017, and the GOAT CREW Mark since at least as early as October 2016 in the United States in connection with their clothing goods and related services. TF Intellectual Property and Culture Kings have own common law rights in the Marks.

69. TF Intellectual Property and Culture Kings' use of the LOITER, AMERICAN THRIFT, and GOAT CREW Marks predates defendants' use of the marks.

70. Defendants' sale of products bearing the LOITER, AMERICAN THRIFT, and GOAT CREW Marks constitutes false designation of origin in connection with the advertising or sale of goods in United States commerce. This conduct created, and if the conduct resumes will create, a likelihood of confusion, mistake, and/or deception as to the affiliation, connection, or association of defendants with TF Intellectual Property and Culture Kings or as to the origin, sponsorship, or approval of defendants' goods by plaintiffs. Defendants' conduct has induced consumers such as Hibbett to believe, contrary to fact, that its goods are sponsored, endorsed, approved by, or connected with TF Intellectual Property and Culture Kings.

71. Defendants' conduct is without TF Intellectual Property and Culture Kings' permission or authority. As described above, defendants had actual knowledge of TF Intellectual Property and Culture Kings' prior and senior rights in

VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2300
LOS ANGELES, CA 90067
310.229.9900

1 the LOITER, AMERICAN THRIFT, and GOAT CREW Marks. As a result,
2 defendants have committed their infringement with full knowledge of TF Intellectual
3 Property and Culture Kings' rights in the LOITER, AMERICAN THRIFT, and
4 GOAT CREW Marks, and have willfully, deliberately, and maliciously engaged in
5 the described acts with an intent to injure TF Intellectual Property and Culture Kings
6 and to deceive the public.

7 72. Defendants' unauthorized use of the LOITER, AMERICAN THRIFT,
8 and GOAT CREW Marks in connection with and to identify defendants' goods and
9 services constitutes false designation of origin in violation of 15 U.S.C. § 1125(a).
10 Subject to a reasonable opportunity for further investigation or discovery, defendants
11 have profited or will profit from this infringement.

12 73. Because of defendants' prior knowledge of the LOITER, AMERICAN
13 THRIFT, and GOAT CREW Marks this is an exceptional case under 15 U.S.C.
14 § 1117(a).

15 74. Defendants' conduct has caused, and if it resumes likely will continue
16 to cause, damage to TF Intellectual Property and Culture Kings in an amount to be
17 determined at trial and, unless enjoined, will continue to seriously and irreparably
18 impair further the value of the LOITER, AMERICAN THRIFT, and GOAT CREW
19 Marks, for which there is no adequate remedy at law.

20 75. Because of defendants' conduct, TF Intellectual Property and Culture
21 Kings have been irreparably harmed in their business and will continue to suffer
22 irreparable harm unless defendants are enjoined from infringing the LOITER,
23 AMERICAN THRIFT, and GOAT CREW Marks.

24 76. In light of the foregoing, TF Intellectual Property and Culture Kings are
25 entitled to injunctive relief prohibiting defendants from using LOITER,
26 AMERICAN THRIFT, or GOAT CREW, or any mark confusingly similar to the
27 LOITER, AMERICAN THRIFT, and GOAT CREW Marks, for any purpose, and
28 to recover from defendants all damages, including attorneys' fees, that TF

VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2300
LOS ANGELES, CA 90067
310.229.9900

1 Intellectual Property and Culture Kings have sustained and will sustain as a result
2 thereof, in an amount not yet known, but which circumstances warrant trebling
3 pursuant to 15 U.S.C. § 1117, as well as the costs of this action.

4 WHEREFORE, TF Intellectual Property and Culture Kings pray for:

5 a. An order and judgment that defendants have willfully and
6 deliberately violated 15 U.S.C. § 1125(a), that TF Intellectual Property and Culture
7 Kings have been damaged by such violations, and that defendants are liable to
8 TF Intellectual Property and Culture Kings for such violations.

9 b. An order permanently enjoining and restraining defendants, and
10 all persons acting in concert with them, from:

11 i. Engaging in conduct intended to mislead consumers into
12 believing that defendants are affiliated, connected, or associated with TF Intellectual
13 Property and Culture Kings, or that defendants' goods are sponsored, endorsed,
14 approved by, or connected with TF Intellectual Property and Culture Kings; and

15 ii. Directly or indirectly using LOITER, AMERICAN
16 THRIFT, and GOAT CREW; the LOITER, AMERICAN THRIFT, and GOAT
17 CREW Marks; or any colorable imitation thereof or any mark confusingly similar
18 thereto.

19 c. An order pursuant to 15 U.S.C. § 1118, that all products and
20 materials which infringe the LOITER, AMERICAN THRIFT, and GOAT CREW
21 Marks be delivered up to TF Intellectual Property and Culture Kings for destruction.

22 d. An order requiring defendants to file with the Court and serve
23 upon TF Intellectual Property and Culture Kings within fifteen (15) days after
24 issuance of any injunction, a report in writing under oath setting forth in detail the
25 manner and form in which defendants have complied with the injunction.

26 e. An award to TF Intellectual Property and Culture Kings of:

27 i. All profits derived by defendants' false designation of
28 origin and false representation of association;

- 1 ii. All damages sustained by reason of defendants' false
2 designation of origin and false representation of association;
- 3 iii. Treble the amount of actual damages suffered by TF
4 Intellectual Property and Culture Kings under 15 U.S.C. § 1117(a);
- 5 iv. Punitive and exemplary damages in an amount sufficient
6 to deter and punish defendants for their willful and wrongful acts;
- 7 v. Costs incurred in this action;
- 8 vi. Statutory damages and reasonable attorneys' fees pursuant
9 to 17 U.S.C. §§ 504, 505 and 15 U.S.C. § 1117(a); and
- 10 vii. Pre-judgment and post-judgment interest.
- 11 f. Any other such relief that this Court deems appropriate.

12 **THIRD CAUSE OF ACTION**

13 **(Common Law Trademark Infringement)**

14 **(TF Intellectual Property and Culture Kings Against All Defendants)**

15 77. TF Intellectual Property and Culture Kings reallege and incorporate by
16 reference each of the foregoing paragraphs as if fully set forth herein.

17 78. Through years of extensive use and widespread recognition,
18 TF Intellectual Property and Culture Kings own common law trademark rights and
19 have developed secondary meaning in the AMERICAN THRIFT Marks and in the
20 GOAT CREW Mark.

21 79. Defendants' use of TF Intellectual Property and Culture Kings's
22 AMERICAN THRIFT and GOAT CREW Marks has caused, and if it resumes is
23 likely to cause, confusion among consumers like Hibbett as to the source,
24 sponsorship, affiliation, or approval of goods. Defendants' use of TF Intellectual
25 Property and Culture Kings' AMERICAN THRIFT and GOAT CREW Marks
26 falsely indicates to consumers such as Hibbett that defendants' products are in some
27 manner connected with, sponsored by, affiliated with, or related to TF Intellectual
28 Property and Culture Kings and its products and services.

VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2300
LOS ANGELES, CA 90067
310.229.9900

80. Defendants' conduct is without TF Intellectual Property and Culture Kings' permission or authority. Defendants' unauthorized use of TF Intellectual Property and Culture Kings' AMERICAN THRIFT and GOAT CREW Marks in connection with and to identify defendants' products and services constitutes common law trademark infringement. Subject to a reasonable opportunity for further investigation or discovery, defendants have profited from this infringement.

81. Because of defendants' infringement, TF Intellectual Property and Culture Kings have been irreparably harmed in their businesses and will continue to suffer irreparable harm unless defendants are enjoined from infringing TF Intellectual Property and Culture Kings' AMERICAN THRIFT and GOAT CREW Marks.

WHEREFORE, plaintiffs pray for:

a. An order and judgment that defendants have willfully and deliberately violated TF Intellectual Property and Culture Kings' common law rights in the AMERICAN THRIFT and GOAT CREW Marks, that TF Intellectual Property and Culture Kings have been damaged by such violations, and that defendants are liable to TF Intellectual Property and Culture Kings for such violations.

b. An order permanently enjoining and restraining defendants, and all persons acting in concert with them, from:

i. Engaging in conduct intended to mislead consumers into believing that defendants are affiliated, connected, or associated with TF Intellectual Property and Culture Kings, or that defendants' goods are sponsored, endorsed, approved by, or connected with TF Intellectual Property and Culture Kings; and

ii. Directly or indirectly using AMERICAN THRIFT and GOAT CREW; the AMERICAN THRIFT and GOAT CREW Marks; or any colorable imitation thereof or any mark confusingly similar thereto.

c. An order requiring defendants to file with the Court and serve upon TF Intellectual Property and Culture Kings within fifteen (15) days after

1 issuance of any injunction, a report in writing under oath setting forth in detail the
2 manner and form in which defendants have complied with the injunction.

- 3 d. An award to TF Intellectual Property and Culture Kings of:
- 4 i. All profits derived by defendants' infringing on the
5 AMERICAN THRIFT and GOAT CREW Marks;
- 6 ii. All damages sustained by reason of defendants'
7 infringement on the AMERICAN THRIFT and GOAT CREW Marks;
- 8 iii. Punitive and exemplary damages in an amount sufficient
9 to deter and punish defendants for their willful and wrongful acts;
- 10 iv. Costs incurred in this action; and
- 11 v. Pre-judgment and post-judgment interest.
- 12 e. Any other such relief that this Court deems appropriate.

13 **FOURTH CAUSE OF ACTION**

14 **(Declaratory Judgment that 2023 Agreement Was Superseded)**

15 **(Plaintiffs Against All Defendants)**

16 82. a.k.a. Brands realleges and incorporates by reference each of the
17 foregoing paragraphs as if fully set forth herein.

18 83. An actual controversy has arisen and now exists between a.k.a. Brands
19 and defendants concerning their respective rights and duties.

20 84. A declaratory judgment is necessary and proper because a.k.a. Brands
21 contends that:

22 a. The 2023 Consulting Agreement between a.k.a. Brands and
23 defendants does not govern; and

24 b. The 2023 Consulting Agreement between a.k.a. Brands and
25 defendants was superseded by the 2024 Consulting Agreement.

26 85. Defendants are taking the position that the 2023 Consulting Agreement
27 governs instead of the 2024 Consulting Agreement, and that the 2024 Consulting
28 Agreement has not been terminated.

VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2300
LOS ANGELES, CA 90067
310.229.9900

92. Defendants materially breached the 2024 Consulting Agreement. Defendants' material breaches include but are not limited to, soliciting customers about plaintiffs' goods without the prior written approval of a.k.a. Brands; offering goods bearing the LOITER, AMERICAN THRIFT, and GOAT CREW Marks for sale without a.k.a. Brands' prior approval; manufacturing, reproducing and selling plaintiffs' goods without a.k.a. Brands' prior approval; approving a wholesale order of plaintiffs' goods without plaintiffs' prior approval; and failing to comply with federal and state laws in performing under the Agreement. Additionally, The Powell Companies and Bahari aided and abetted Whitney Morgan's breach by inducing and/or Whitney Morgan to breach the agreement including through ratifying, causing, and/or direct the unlawful sales to Hibbett alleged in this complaint.

93. As a proximate result of defendants' multiple and material breaches of the 2024 Consulting Agreement, plaintiffs have suffered damages in an amount to be determined at trial.

WHEREFORE, a.k.a. Brands prays for relief in the following forms:

- a. For and order and judgment that:
 - i. The 2024 Consulting Agreement is valid, binding, and enforceable;
 - ii. Defendants materially breached the 2024 Consulting Agreement;
 - iii. Defendants' material breaches have harmed a.k.a. Brands; and
 - iv. a.k.a. Brands is entitled to recover its actual damages resulting from defendants' breaches.
- b. Any other such relief that this Court deems appropriate.

VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2300
LOS ANGELES, CA 90067
310.229.9900

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38, plaintiffs demand a trial by jury on all issues so triable.

Dated: February 3, 2025

VENABLE LLP

By: /s/ Sarah S. Brooks
Ari N. Rothman
Sarah S. Brooks

*Attorneys for Plaintiffs
a.k.a. Brands Holding Corp.,
Intellectual Property Pty Ltd, and
Culture Kings USA, Inc.*